

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 7	
2. Amendment/Modification No. P00001		3. Effective Date 2004JAN08		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ABGD-W NEIL WILLISTON (586)574-7028 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: WILLISTN@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA SAN ANTONIO 615 EAST HOUSTON STREET P.O. BOX 1040 SAN ANTONIO TX 78294-1040 SCD C PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) COMPOSITES RESEARCH AND ADVANCED TECHNOLOGIES, INC. 4712 ST. ANDREWS DRIVE COLLEGE STATION, TX. 77845-4401 TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-03-C-L103	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2003JUN26	
Code 1R8C6		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AB NET INCREASE: \$35,000.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: 6							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.		The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority) MUTUAL AGREEMENT OF THE PARTIES							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) JOHN M. HOPFNER HOPFNERJ@TACOM.ARMY.MIL (586)574-7070			
15B. Contractor/Offendor _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004JAN08	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

SECTION A - SUPPLEMENTAL INFORMATION

CONTRACT FOR: Mesochannel Adsorption Water From Air Generator

PRIOR AMOUNT OBLIGATED: \$35,000.00

AMOUNT OBLIGATED THIS ACTION: \$35,000.00

TOTAL AMOUNT OBLIGATED: \$70,000.00

1. This is a Unilateral Modification.
2. The purpose of this Modification P00001 is to exercise the Option #1 as set forth in Section H-15.1, "Exercise of Option".
3. Our right to issue this Modification P00001 is in contract paragraphs B.3, B.4, C.2, F.3.1 and H-15.1.
4. Modify the contract as follows:

SECTION	DESCRIPTION
B	This section is updated to reflect the addition of CLIN 0003AD for \$35,000.00.
F.	This section is updated to incorporate delivery and performance for Option #1. As a result of the exercise of Option #1, performance of the Option #1 shall begin one day after the completion of the twelfth (12) month after the basic contract award.
G	This section is updated to incorporate the applicable accounting data.
H	This section is updated to incorporate the exercise of Option #1 and to reflect the requirements for submission of reports mentioned in SubCLIN 0003AB, SubCLIN 0003AC and SubCLIN 0003AD.
5. As a result of this Modification P00001, the total obligated amount is increased by \$35,000.00 from \$35,000.00 to \$70,000.00.
5. Except as specifically provided in this Modification P00001, all other terms and conditions remain unchanged.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-L103 MOD/AMD P00001	Page 4 of 7
Name of Offeror or Contractor: COMPOSITES RESEARCH AND ADVANCED TECHNOLOGIES, INC.		

B.6 Estimated Cost and Payment

B.6.1 The estimated cost for performance of the work required under this contract is \$67,242.00, which shall constitute the estimated cost for the purpose of the Contract Clause hereof entitled "LIMITATION OF FUNDS" (FAR 52.232-22).

B.6.2 The Contractor will be paid the fixed fee of \$2,758.00 stated in Section B opposite CLIN 0001 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled "FIXED FEE" (March 1997), FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this contract.

B.6.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7).

B.7 In accordance with Section H.15, the Government shall have the unilateral right to exercise a first option, CLIN 003AD, described in C.2 at a cost not to exceed \$35,000.00 and may exercise this option at any time after contract award, but in no event later than 14 months after contract award. If exercised by the Contracting Officer, the first option effort will be awarded on a cost plus fixed fee basis, to include a fee amount not exceeding the 4.1% of the estimated cost of \$35,000.00; and shall be for a maximum of 150 hours.

*** END OF NARRATIVE B 002 ***

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Name of Offeror or Contractor: COMPOSITES RESEARCH AND ADVANCED TECHNOLOGIES, INC.		

SECTION F - DELIVERIES OR PERFORMANCE

F-1

DATA

F.1.1

The contractor shall submit all reports electronically in accordance with the Contract Data Requirements List (CDRL), (DD Form 1423), Exhibit A, to the following address:

Rostamf@tacom.army.mil
and
willlistn@tacom.army.mil

F.1.2

All data items required hereunder that cannot be submitted electronically, shall be delivered FOB Destination in accordance with the Contracts Data Requirements List (CDRL), (DD Form 1423), Exhibit A, to the following address:

Commander
US Army Tank-automotive and Armaments Command
ATTN: AMSTA-TR-R/MS 263, Mr. Farzad Rostam-Abadi
Warren, Michigan 48397-5000

*** END OF NARRATIVE F 003 ***

F.2

Performance - Basic

F.2.1

All work required under the basic contract, including submission of the Final Scientific and Technical Report, shall be completed within twelve (12) months after contract award.

F.2.2

The contractor shall submit quarterly technical reports with the first technical report due 90 days after Option award and subsequent reports due every 90 days thereafter. The contractor shall submit a Draft Final Scientific and Technical Report 330 days after the date of contract award. The Government will review the Draft Final Scientific and Technical Report and return it to the contractor within fifteen (15) days after receipt with comments or approval. The contractor shall submit the Final Scientific and Technical Report within fifteen (15) days after receipt of Government comments.

F.2.3

Acceptance of the Final Scientific and Technical Report will constitute completion of the basic contract.

F.3

Performance - Option

F.3.1

The period of performance for the option period shall be twelve months (12) months and shall begin one day after the completion of the twelfth (12th) month after the basic award date.

F.3.2

The Contractor shall submit the draft version of the Option Final Scientific and Technical Report in accordance with with Data Item A002 within 330 days after the start of Option #1 and shall submit a Final Technical Report in accordance with Data Item A003 within 360 days after the start of the option performance period. Acceptance of the Option Final Scientific and Technical Report, incorporating any comments or clarifications requested by the Government after review of the draft, will constitute contract completion.

*** END OF NARRATIVE F 004 ***

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>		OBLG STAT/ <u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>		INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>AMOUNT</u>
0003AD	E142C105EH	AB	1	\$	0.00	\$	35,000.00	\$	35,000.00
	61110191A11		42C105						
					NET CHANGE	\$	35,000.00		

SERVICE <u>NAME</u>	NET CHANGE <u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				ACCOUNTING <u>STATION</u>	INCREASE/DECREASE <u>AMOUNT</u>
Army	AB	21	42040000046N6N7EP611101255Y	S20113		W56HZV	\$ 35,000.00
							NET CHANGE \$ 35,000.00

		<u>PRIOR AMOUNT</u> <u>OF AWARD</u>		<u>INCREASE/DECREASE</u> <u>AMOUNT</u>		<u>CUMULATIVE</u> <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	35,000.00	\$	35,000.00	\$	70,000.00

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 7
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Name of Offeror or Contractor: COMPOSITES RESEARCH AND ADVANCED TECHNOLOGIES, INC.			

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-15 Exercise of Option #1 (CLIN 0003AD)

H-15.1 The Government shall have the unilateral right to exercise a first option for the effort described in C.2, at a cost not to exceed that identified in CLIN 0003AD in Section B of this Modification P00001. The government may exercise this option at any time after contract award, but in no event later than 14 months after contract award. If exercised by the Contracting Officer, the first option effort will be awarded on a cost plus fixed fee basis, to include a fee amount not exceeding the 4.1% of estimated cost identified for CLIN 0001.

H-15.2 The total amount of the option exercised under CLIN 0003AD will not exceed \$35,000.00

H-15.3 The period of performance for Option #1 shall be twelve (12) months and shall begin one day after the completion of the twelfth (12th) month after basic award.

H-15.4 In accordance with the requirements of Data Item A001, the contractor shall submit quarterly technical reports with the first report due 90 days after Option #1 exercise and subsequent reports shall be due every 90 days thereafter.

H-15.5 The Contractor shall submit the draft version of the Option Final Scientific and Technical Report in accordance with Data Item A002 within 330 days after the start of Option #1 and shall submit a Final Scientific and Technical Report in accordance with Data Item A003 within 360 days after the start of the option performance period. Acceptance of the Option Final Scientific and Technical Report, incorporating any comments or clarifications requested by the Government after review of the draft, will constitute contract completion.

*** END OF NARRATIVE H 003 ***